

2/22/11 10:28:18 SS
DK W BK 652 PG 349
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
580 SOUTH MAIN STREET
SUITE 1031
AKRON, OH 44311

This Instrument Prepared By:
Matthew W. Barnes, Esq.
Burr & Forman LLP
420 North 20th Street
Wachovia Tower, Suite 3400
Birmingham, AL 35203

205-458-5120

~~After Recording Return To:~~
~~Stewart Title Guaranty Company~~
~~National Title Services~~
~~1980 Post Oak Blvd., Ste. 610~~
~~Houston, TX 77056~~

Indexing Instructions:

SW1/4 of NE1/4, Sec.33, T2S-R9W

Source of Title:

Book 279 at Page 725

Parcel Id:

209833000 0000401

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

GRANT OF EASEMENT

Business Unit: 873333; Baldwin Rd.
Street Address: 500 BOWDRY ROAD
City: LAKE CORMORANT
County: DESOTO
State: MISSISSIPPI

between

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company
2000 Corporate Drive
Canonsburg, PA 15317
(724) 416-2339
("GRANTEE")

and

CELESTINE DYE
9510 Green River Rd.
Lake Cormorant, MS 38641
(901) 546-4642
("GRANTOR")

01-11067438-03E

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THIS GRANT OF EASEMENT (the "Easement") is made this 28th day of December, 2010, by and between **CELESTINE DYE**, having a mailing address of 9510 Green River Rd., Lake Cormorant, MS 38641 ("Grantor") and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Grantee").

WHEREAS, Grantor owns property located in Desoto County, Mississippi by Warranty Deed dated December 20, 1994 and recorded in Book 279 at Page 725 and described in **Exhibit A** attached hereto ("Grantor's Property"), and Grantee desires to obtain an easement over under and across Grantor's Property for the uses stated herein for the benefit of Grantee's property described in **Exhibit B** attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant.** For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being Sixty Eight Thousand and No/100 Dollars (\$68,300.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Grantee, its successors and assigns, forever, a non-exclusive, perpetual easement for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes as such easement area is more particularly shown in the Site Plan attached hereto as **Exhibit C** and described by metes and bounds in **Exhibit D** attached hereto (the "Easement Area").

2. **Grantee's Right to Terminate; Effect of Termination by Grantor.** Grantee shall have the right to terminate this Agreement, at any time, with or without cause. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder.

3. **Removal of Obstructions.** Grantee has the right to reasonably remove obstructions from the Easement Area, including but not limited to

vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall dispose of any materials removed.

4. **Recording.** Grantee or Grantor shall have the right to record a memorandum of this Agreement with the appropriate recording officer. The non-requesting shall execute and deliver such a memorandum, for no additional consideration, promptly upon request by the other party.

5. **Hold Harmless.** Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

6. **Interference with Grantor's Business.** From and after the date hereof and continuing until the Agreement is terminated, Grantor shall have the right to use the Easement Area in any manner that will not interfere with the rights of Grantee contained herein.

7. **Entire Agreement.** Grantor and Grantee agree that this Agreement contains all of the agreements, promises and understandings between Grantor and Grantee. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

8. **Construction of Document.** Grantor and Grantee acknowledge that this document shall not be construed against the drafter by virtue of said party being the drafter.

9. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Mississippi.

10. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the

addresses contained herein. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

If to Grantor:

Celestine Dye
9510 Green River Rd.
Lake Cormorant, MS 38641

If to Grantee:

c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

11. **Partial Invalidity.** If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

12. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

GRANTOR:

Patricia L. Wardlaw attorney in fact for
Celestine Dye
Celestine Dye

STATE OF MISSISSIPPI)
)
_____ COUNTY)

Personally appeared before me, the undersigned authority, in and for the said county and state, on this _____ day of _____, 2010, within my jurisdiction, the within named Celestine Dye, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Mississippi }
County of Desoto } ss.

On this the 12th day of January, 2011, before
me, Brenda Owens, the undersigned Notary
Name of Notary Public

Public, personally appeared Patricia L Wardlaw Attorney In Fact For Celestine Dye
Name(s) of Signer(s)

☐ personally known to me – OR –
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are
subscribed to the within instrument, and
acknowledged to me that he/she/they
executed the same for the purposes therein
stated.

WITNESS my hand and official seal.



Brenda Owens, Notary Public, Desoto, MS
Signature of Notary Public
Brenda Owens, 4440 Chelsea Circle, Horn Lake, MS
Other Required Information (Printed Name of Notary, Residence, etc.)
38637

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Easement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Right Thumbprint
of Signer

Top of thumb here

GRANTEE:

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

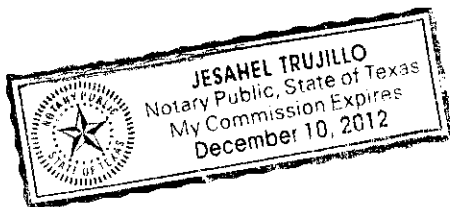
By: [Signature]
Name: _____
Title: Tracy Van Swol
Real Estate Transaction Manager

STATE OF Texas)
Harris COUNTY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of December, 2010, within my jurisdiction, the within named Tracy Van Swol, who acknowledged that he/she is RET manager of **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal on the day and year last written above.

[NOTARIAL SEAL]



[Signature]
Notary Public
My Commission Expires: 12-10-2012

EXHIBIT A

3.0 acres in the Southwest Quarter of the Northeast Quarter of Section 33, Township 2 South, Range 9 West, described as beginning at a point 330 feet East and 50 feet North of the Southwest corner of the Northeast Quarter of said Section; thence North 0 degrees 50 minutes 11 seconds East 396 feet to an iron pin; thence South 89 degrees 09 minutes 49 seconds East 330 feet to an iron pin; thence South 0 degrees 50 minutes 11 seconds West 396 feet to an iron pin; thence North 89 degrees 09 minutes 49 seconds West 330 feet to the Point of Beginning and referred to as Lot 1 of the Bowdre Subdivision.

Also an easement for ingress and egress from Bowdre Road Eastward along the South line of said quarter section.

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BU# 873333; Baldwin Rd.

EXHIBIT B**EASEMENT AREA:**

DESCRIPTION OF PROPOSED LEASE PARCEL BEING A PART OF THE DETROIT MCGOWAN PROPERTY RECORDED IN BOOK 87, PAGE 495 AND BEING LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DeSOTO COUNTY, MISSISSIPPI:

COMMENCING AT A FOUND 1" PIPE, SAID POINT BEING THE SOUTHEAST CORNER OF THE DETROIT MCGOWAN PROPERTY RECORDED IN BOOK 87, PAGE 495; THENCE NORTH 41 DEGREES 45 MINUTES 48 SECONDS WEST ACROSS SAID PROPERTY RECORDED IN BOOK 87, PAGE 495, 757.34 FEET TO A SET ½" REBAR WITH PLASTIC CAP, SAID POINT BEING THE SOUTHEAST CORNER OF THE PROPOSED LEASE PARCEL AND THE POINT OF BEGINNING; THENCE ACROSS SAID PROPERTY RECORDED IN BOOK 87, PAGE 495 THE FOLLOWING CALLS; NORTH 89 DEGREES 09 MINUTES 49 SECONDS WEST, 100.00 FEET TO A SET ½" REBAR WITH PLASTIC CAP; NORTH 00 DEGREES 50 MINUTES 11 SECONDS EAST, 100.00 FEET TO A SET ½" REBAR WITH PLASTIC CAP; SOUTH 89 DEGREES 09 MINUTES 49 SECONDS EAST, 100.00 FEET TO A SET ½" REBAR WITH PLASTIC CAP; SOUTH 00 DEGREES 50 MINUTES 11 SECONDS WEST, 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET OR 0.230 ACRES OF LAND.

Together with:

ACCESS & UTILITY EASEMENT NO. 1:

A STRIP OF LAND 20 FEET IN WIDTH FOR INGRESS, EGRESS AND UTILITIES SITUATED IN THE SW ¼ OF THE NE ¼ OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DeSOTO COUNTY, MISSISSIPPI, LYING 10.00 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT A 1" PIPE IN PLACE AT A FENCE CORNER MARKING THE SE CORNER OF THE SW ¼ OF NE ¼ OF SAID SECTION 33, THENCE RUN NORTH 41°45'48" WEST A DISTANCE OF 757.34 FEET; THENCE RUN NORTH 00°50'11" EAST A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°09'49" EAST A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 00°50'11" WEST A DISTANCE OF 28.45 FEET; THENCE RUN SOUTH 48°58'33" EAST A DISTANCE OF 76.19 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 109°02'37" AND A CHORD LENGTH OF 65.15 FEET WHICH BEARS SOUTH 05°32'45" WEST; THENCE CONTINUE ALONG THE ARC OF SAID CURVE A DISTANCE OF 76.13 FEET TO THE POINT OF TANGENCY THEREOF; THENCE RUN SOUTH 60°13'57" WEST A DISTANCE OF 244.00 FEET TO THE EAST LINE OF THE CELESTINE DYE PROPERTY AS RECORDED IN DEED BOOK 279, PAGE 725 IN THE OFFICE OF THE CHANCERY CLERK, AND THE ENDING POINT OF THIS CENTERLINE.
CONTAINING 8,069 SQUARE FEET (0.18 ACRES) MORE OR LESS.

AND:

ACCESS & UTILITY EASEMENT NO. 3:

A STRIP OF LAND 20 FEET IN WIDTH FOR INGRESS, EGRESS AND UTILITIES SITUATED IN THE SW ¼ OF THE NE ¼ OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DeSOTO COUNTY, MISSISSIPPI, LYING 10.00 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT A 3/8" REBAR IN PLACE AT A FENCE CORNER MARKING THE NW CORNER OF THE CELESTINE DYE PROPERTY AS RECORDED IN DEED BOOK 279, PAGE 725 IN THE OFFICE OF THE CHANCERY CLERK AND RUN SOUTH 00°50'11" WEST ALONG THE WEST LINE OF SAID DYE PROPERTY A DISTANCE OF 352.16 FEET TO THE CENTER OF A GRAVEL ROAD AND THE

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BU# 873333; Baldwin Rd.

POINT OF BEGINNING; THENCE RUN SOUTH 68°42'32" WEST A DISTANCE OF 130.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 33°08'51" AND A CHORD LENGTH OF 57.05 FEET WHICH BEARS SOUTH 85°16'58" WEST; THENCE CONTINUE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.85 FEET TO THE POINT OF TANGENCY THEREOF; THENCE RUN NORTH 78°08'36" WEST A DISTANCE OF 23.82 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 54°53'10" AND A CHORD LENGTH OF 55.30 FEET WHICH BEARS SOUTH 74°24'49" WEST; THENCE CONTINUE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.48 FEET TO THE POINT OF TANGENCY THEREOF; THENCE RUN SOUTH 46°58'14" WEST A DISTANCE OF 26.69 FEET, MORE OR LESS, TO A POINT ON A LINE THAT IS 10.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SW ¼ OF NE ¼ OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 9 WEST; THENCE RUN NORTH 89°09'49" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 43 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SW ¼ OF NE ¼ AND THE ENDING POINT OF THIS CENTERLINE. EACH SIDE OF SAID 20' EASEMENT BEING EXTENDED OR SHORTENED ON EACH END TO BE CONTIGUOUS WITH THE WEST LINE OF SAID CELESTINE DYE PROPERTY AND THE WEST LINE OF SAID SW ¼ OF NE ¼. CONTAINING 6,793 SQUARE FEET (0.16 ACRES) MORE OR LESS.

Together with an easement over all or any portion of the fifty foot (50') ingress/egress easement shown on the Bowdry Subdivision Plat recorded on May 1, 1995 in Plat Book 49, Page 38 in the Office of the Clerk of Chancery Court of DeSoto County, Mississippi.

EXHIBIT C

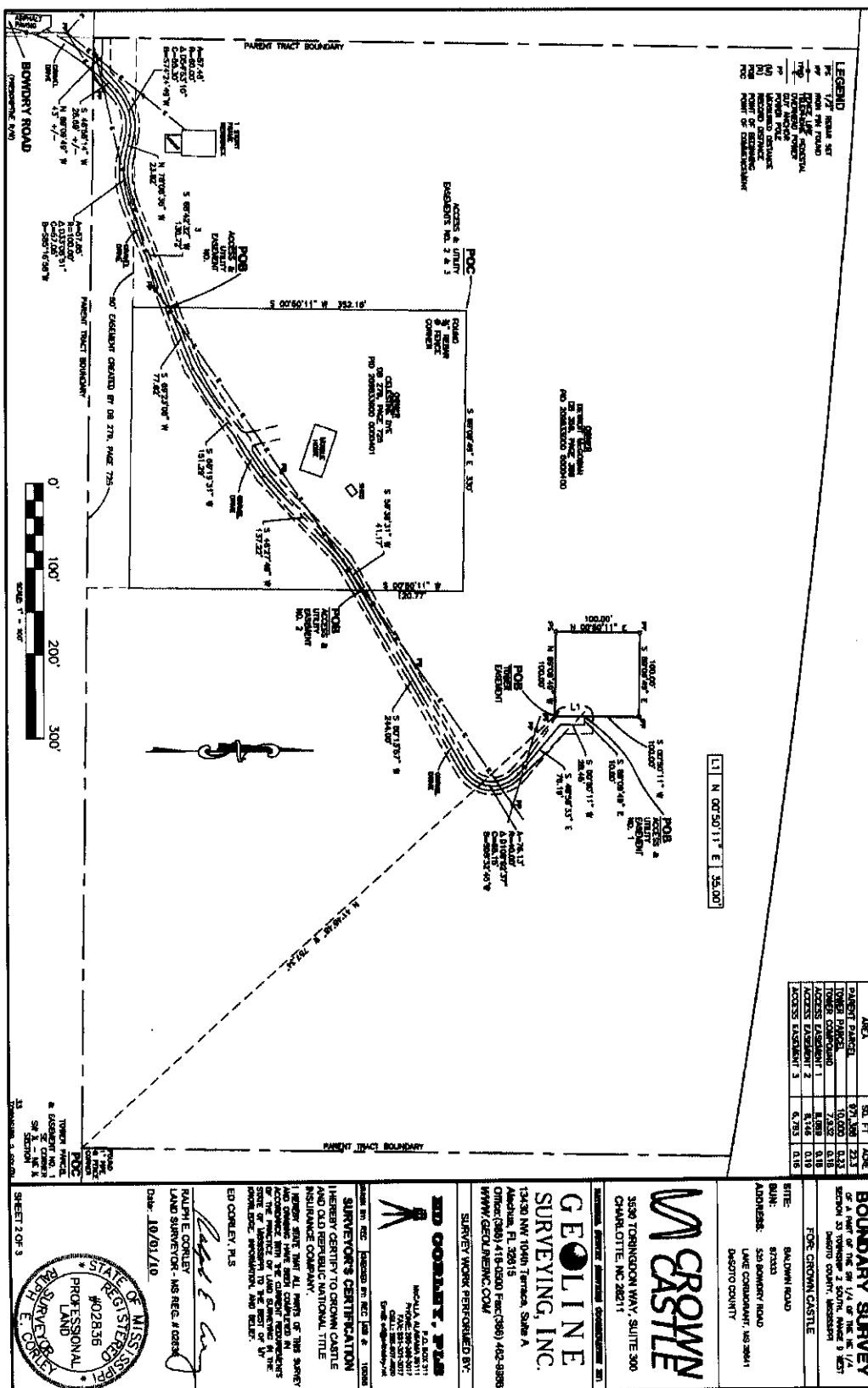


EXHIBIT D**ACCESS & UTILITY EASEMENT NO. 2:**

A STRIP OF LAND 20 FEET IN WIDTH FOR INGRESS, EGRESS AND UTILITIES SITUATED IN THE SW ¼ OF THE NE ¼ OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DeSOTO COUNTY, MISSISSIPPI, LYING 10.00 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT A 3/8" REBAR IN PLACE AT A FENCE CORNER MARKING THE NW CORNER OF THE CELESTINE DYE PROPERTY AS RECORDED IN DEED BOOK 279, PAGE 725 IN THE OFFICE OF THE CHANCERY CLERK AND RUN SOUTH 89°09'49" EAST ALONG THE NORTH LINE OF SAID DYE PROPERTY A DISTANCE OF 330 FEET; THENCE RUN SOUTH 00°50'11" WEST ALONG THE EAST LINE OF SAID DYE PROPERTY A DISTANCE OF 120.77 FEET TO THE CENTER OF A GRAVEL ROAD AND THE POINT OF BEGINNING; THENCE RUN THE FOLLOWING COURSES ALONG THE CENTER OF SAID GRAVEL ROAD; SOUTH 59°38'31" WEST, 41.17 FEET; THENCE SOUTH 56°19'31" WEST, 151.29 FEET; THENCE SOUTH 69°23'08" WEST, 77.62 FEET TO THE WEST LINE OF SAID DYE PROPERTY AND THE ENDING POINT OF THIS CENTERLINE. EACH SIDE OF SAID 20' EASEMENT BEING EXTENDED OR SHORTENED ON EACH END TO BE CONTIGUOUS WITH THE EAST AND WEST LINES OF CELESTINE DYE PROPERTY. CONTAINING 8,146 SQUARE FEET (0.19 ACRES) MORE OR LESS.